

EXHIBIT 21
Oracle's letter to Rimini dated
Jan. 31, 2019
FILED UNDER SEAL

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January 31, 2019

VIA EMAIL

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Re: Oracle USA, Inc., et al. v. Rimini Street, Inc. and Seth Ravin
Case No. 2:10-cv-0106-LRH-VCF (D. Nev.)

Dear Mr. Vandeveld:

We write in response to your January 23, 2019 response to our January 2, 2019 letter regarding the Court's injunction in *Rimini I*.

Your letter did not address the requests in our January 2 letter that Rimini (1) describe all steps taken to comply with the injunction; (2) provide a copy of the notice required by Paragraph 1 of the injunction and a list of recipients of the notice; (3) state whether it is willing to discuss a process by which Rimini copies to escrow files related to its support for PeopleSoft, JD Edwards, and Siebel, and files related to its support for and use of Oracle Database; (4) agree to stipulate to a modification of the *Rimini II* protective order; and (5) agree to stipulate to re-opening *Rimini I* discovery regarding Rimini's compliance with the injunction. Please respond to those requests no later than February 7, 2019.

We also requested that Rimini "preserve all documents relating to its support of Oracle's PeopleSoft, JD Edwards, and Siebel products, and every document or file that Rimini creates related to its use of Oracle Database including all tools, fixes and updates" (emphasis added). While you agreed in your letter that "Rimini will continue preserving documents and information related to its support for PeopleSoft, JD Edwards, Siebel, and Oracle Database," you did not agree to preserve all documents relating to Rimini's support of those products, nor did you agree to preserve documents relating to Rimini's use of Oracle Database. Further, you did not agree to preserve all tools, fixes, and updates for these products, which we note Rimini has failed to preserve in the past. Please state by February 7, 2019, whether Rimini agrees to preserve these requested documents.

Finally, as stated in our January 2 letter, Oracle is concerned about Rimini's compliance with the injunction, and we identified numerous Rimini support practices that are prohibited by the injunction. The applicable provisions of the injunction and the Rimini practices we listed concern

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conduct held to be unlawful in *Rimini I* as explained in detail in Oracle's briefing regarding its Renewed Motion for Permanent Injunction. See ECF Nos. 1117, 1139. Oracle rejects your suggestion (repeating Rimini's unsuccessful argument from its motion to stay before the Ninth Circuit) that AFW should not be subject to the injunction because AFW is at issue in *Rimini II*. Regardless of what is at issue in *Rimini II*, the terms of the *Rimini I* injunction remain the same.

You requested in your January 23 letter that we identify the express terms of the injunction that address each practice. The chart below provides that information. By February 7, 2019, please state whether Rimini has engaged in any of the identified practices after November 5, 2018.

Practice identified in Oracle's Jan. 2, 2019 letter	Injunction paragraph(s) addressing practice
a. Developing a PeopleSoft software update for one Rimini customer and then replicating that update via AFW to multiple Rimini customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 3 ("Rimini Street shall not distribute PeopleSoft software or documentation or any derivative works created from or with PeopleSoft software or documentation").</p> <p>¶ 4 ("Rimini Street shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or documentation other than to support the specific licensee's own internal data processing operations").</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
b. Developing a PeopleSoft software update for one Rimini customer and then sending instructions for how to replicate that update via AFW to multiple Rimini customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 4 ("Rimini Street shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or documentation other than to support the specific licensee's own internal data processing operations").</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>

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c. Transferring updates developed for PeopleSoft software onto Rimini's systems;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 4 ("Rimini Street shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or documentation other than to support the specific licensee's own internal data processing operations").</p> <p>¶ 5 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems").</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
d. Transferring updates developed for PeopleSoft software from Rimini's systems to Rimini's customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 3 ("Rimini Street shall not distribute PeopleSoft software or documentation or any derivative works created from or with PeopleSoft software or documentation").</p> <p>¶ 5 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems").</p>
e. Extracting changes made in PeopleSoft software environments associated with one Rimini customer for use with other Rimini customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 3 ("Rimini Street shall not distribute PeopleSoft software or documentation or any derivative works created from or with PeopleSoft software or documentation").</p> <p>¶ 4 ("Rimini Street shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or documentation other than to support the specific licensee's own internal data processing operations").</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>

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f. Creating copies (including RAM copies) of PeopleSoft software files located anywhere other than on a specific licensee's own computer systems;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 5 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems").</p>
g. Testing updates for a Rimini customer on a PeopleSoft software environment associated with another Rimini customer;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
h. Using the results of testing done on a PeopleSoft software environment associated with one Rimini customer to reduce the testing performed for other Rimini customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
i. Developing, testing, and updating automated tools for PeopleSoft software in a PeopleSoft software environment associated with one Rimini customer for use with other Rimini customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 4 ("Rimini Street shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or documentation other than to support the specific licensee's own internal data processing operations").</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
j. Distributing automated tools for PeopleSoft software developed or tested in a PeopleSoft software environment associated with one Rimini customer to other Rimini customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 3 ("Rimini Street shall not distribute PeopleSoft software or documentation or any derivative works created from or with PeopleSoft software or documentation").</p> <p>¶ 4 ("Rimini Street shall not reproduce, prepare derivative works from, or use a specific licensee's PeopleSoft software or</p>

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	<p>documentation other than to support the specific licensee's own internal data processing operations").</p> <p>¶ 6 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's PeopleSoft environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
k. Creating copies (including RAM copies) of any of Oracle's PeopleSoft software or documentation contained in Rimini's DevTrack database;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 5 ("Rimini Street shall not reproduce, prepare derivative works from, or use PeopleSoft software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems").</p>
l. Developing updates for a Rimini customer on a JD Edwards software environment associated with another Rimini customer;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 9 ("Rimini Street shall not reproduce, prepare derivative works from, or use J.D. Edwards software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems, except to create an unmodified copy of a specific licensee's software application and documentation for use by that specific licensee in the event that the production copy of the licensee's software is corrupted or lost").</p> <p>¶ 10 ("Rimini Street shall not reproduce, prepare derivative works from, or use J.D. Edwards software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's J.D. Edwards environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
m. Testing updates for a Rimini customer on a JD Edwards software environment associated with another Rimini customer;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 8 ("Rimini Street shall not copy or access J.D. Edwards software source code to carry out development and testing of software updates").</p> <p>¶ 9 ("Rimini Street shall not reproduce, prepare derivative works from, or use J.D. Edwards software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems, except to create an unmodified copy of a specific licensee's software application and documentation for use by that specific licensee in the event that the production copy of the licensee's software is corrupted or lost").</p>

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	¶ 10 ("Rimini Street shall not reproduce, prepare derivative works from, or use J.D. Edwards software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's J.D. Edwards environment to develop or test software updates or modifications for the benefit of any other licensee").
n. Using Object Management Workbench to support JD Edwards customers;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 8 ("Rimini Street shall not copy or access J.D. Edwards software source code to carry out development and testing of software updates").</p> <p>¶ 9 ("Rimini Street shall not reproduce, prepare derivative works from, or use J.D. Edwards software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems, except to create an unmodified copy of a specific licensee's software application and documentation for use by that specific licensee in the event that the production copy of the licensee's software is corrupted or lost;").</p>
o. Providing over-the-shoulder support such as GoToMeeting to Rimini customers while the customer is causing JD Edwards source code to be displayed;	<p>This conduct is covered by at least the following paragraph(s):</p> <p>¶ 8 ("Rimini Street shall not copy or access J.D. Edwards software source code to carry out development and testing of software updates").</p>
p. Creating copies (including RAM copies) of any of Oracle's JD Edwards software or documentation contained in Rimini's DevTrack database;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 8 ("Rimini Street shall not copy or access J.D. Edwards software source code to carry out development and testing of software updates").</p> <p>¶ 9 ("Rimini Street shall not reproduce, prepare derivative works from, or use J.D. Edwards software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems, except to create an unmodified copy of a specific licensee's software application and documentation for use by that specific licensee in the event that the production copy of the licensee's software is corrupted or lost").</p>
q. Developing updates for a Rimini customer on a Siebel software environment associated with another Rimini customer;	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 11 ("Rimini Street shall not distribute or prepare derivative works from Siebel software or documentation").</p> <p>¶ 12 ("Rimini Street shall not copy or access Siebel software source code to carry out development and testing of software updates").</p>

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	<p>¶ 14 ("Rimini Street shall not reproduce, prepare derivative works from, or use Siebel software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's Siebel environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
<p>r. Testing updates for a Rimini customer on a Siebel software environment associated with another Rimini customer;</p>	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 12 ("Rimini Street shall not copy or access Siebel software source code to carry out development and testing of software updates").</p> <p>¶ 14 ("Rimini Street shall not reproduce, prepare derivative works from, or use Siebel software or documentation on one licensee's computer systems to support, troubleshoot, or perform development or testing for any other licensee, including, specifically, that Rimini Street shall not use a specific licensee's Siebel environment to develop or test software updates or modifications for the benefit of any other licensee").</p>
<p>s. Creating copies (including RAM copies) of any of Oracle's Siebel software or documentation contained in Rimini's DevTrack database; and,</p>	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 12 ("Rimini Street shall not copy or access Siebel software source code to carry out development and testing of software updates").</p> <p>¶ 13 ("Rimini Street shall not reproduce, prepare derivative works from, or use Siebel software or documentation on, with, or to any computer systems other than a specific licensee's own computer systems, except solely to: create an unmodified copy of a specific licensee's software application and documentation for use by that specific licensee in the event that the production copy of the licensee's software is corrupted or lost; for emergency back-up purposes; or, for disaster recovery purposes and related testing").</p>
<p>t. Creating copies (including RAM copies) of Oracle Database software.</p>	<p>This conduct is addressed by at least the following paragraph(s):</p> <p>¶ 15 ("Rimini Street shall not reproduce, prepare derivative works from, or distribute Oracle Database software").</p>

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Sincerely,

/s/ Zachary Hill

Zachary Hill

cc: Joseph P. Gorman
Jeffrey T. Thomas
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